

BILL NO. S-91-02- 39

SPECIAL ORDINANCE NO. S- 67-91

AN ORDINANCE approving CONTRACT FOR RES. #90-W-05, THREE RIVERS FILTRATION PLANT MATERIAL HANDLING SYSTEM MODIFICATIONS between INDIANA CONSTRUCTION CORPORATION and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety.

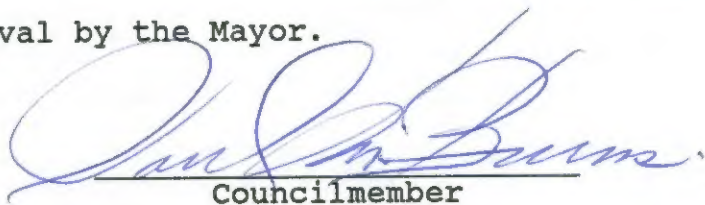
NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the CONTRACT FOR RES. #90-W-05, THREE RIVERS FILTRATION PLANT MATERIAL HANDLING SYSTEM MODIFICATIONS by and between INDIANA CONSTRUCTION CORPORATION and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety, for:


the contract for material handling system modifications for the Three Rivers Filtration Plant;

the Contract price is Three Hundred Forty-Six Thousand and no/100 Dollars (\$346,000.00), all as more particularly set forth in said Contract, which is on file in the Office of the Board of Public Works and Safety and, is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved. Two (2) copies of said Contract are on file with the Office of the City Clerk and made available for public inspection, according to law.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.


Councilmember

APPROVED AS TO FORM
AND LEGALITY


J. Timothy McCaulay, City Attorney

This Agreement is dated as of *the 23rd* day of *January* in the year *1991*, between City of Fort Wayne Board of Public Works, hereinafter called OWNER, and *Indiana Construction Corp.*, hereinafter called CONTRACTOR.

OWNER and CONTRACTOR, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1-WORK

- 1.1 CONTRACTOR shall complete the Work as specified or indicated in the Contract Documents, generally described as follows:

Project: Three Rivers Filtration Plant

Contract Number:

Work: Replacement of two drag-flight elevators with bucket-type elevators, thirteen new conveyor drive assemblies, one pneumatic receiver and other minor material handling improvements.

Number of Addenda: 2

ARTICLE 2-ENGINEER

- 2.1 The Work has been designed by the firm of WW Engineering & Science, Inc., who will act as ENGINEER on the Work.

ARTICLE 3-CONTRACT TIME

- 3.1 The Work shall be completed as given on the bid form and will be the date stipulated in the Notice to Proceed.
- 3.2 OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the time specified plus any extensions as provided for in the General Conditions.
- 3.3 CONTRACTOR agrees to pay expenses arising from failure to complete the Work within the Contract Time including expenses for engineering services, attorney's fees, technical services and administration costs.

ARTICLE 4-CONTRACT PRICE

- 4.1 OWNER will pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds as follows: *Three Hundred Forty Six Thousand and 00/100 dollars (\$346,000.00).*

ARTICLE 5-PAYMENT APPLICATIONS

- 5.1 ENGINEER, with assistance of CONTRACTOR, will prepare monthly and final estimates in accordance with the General Conditions.

ARTICLE 6-PAYMENTS

- 6.1 OWNER will make monthly and final payments in accordance with the GENERAL CONDITIONS.
- 6.2 All monies not paid when due shall bear interest at the rate of 12% per annum or the highest rate allowed by law, whichever is less.

ARTICLE 7-CONTRACT DOCUMENTS

- 7.1 The complete Contract between OWNER and CONTRACTOR consists of the following:
- 7.1.1 Invitation to Bid
 - 7.1.2 Notice to Bidders
 - 7.1.3 Instructions to Bidders
 - 7.1.4 Form No. 96
 - 7.1.5 Current Contratural Obligations
 - 7.1.6 Certificate in Lieu of Financial Statement
 - 7.1.7 EBE Committment Form
 - 7.1.8 Bid
 - 7.1.9 Agreement
 - 7.1.10 Bonds
 - 7.1.11 Notice of Award
 - 7.1.12 General Conditions
 - 7.1.13 Specifications
 - 7.1.14 Drawings
 - 7.1.15 Modifications
 - 7.1.16 Addenda (numbers 1 thru 2 inclusive)

SECTION 00500AGREEMENTARTICLE 8-MISCELLANEOUS

- 8.1 Terms used in this Agreement are defined in the General Conditions.
- 8.2 Neither party shall assign or sublet, in whole or in part, any of its rights or obligations, including any monies due, or to become due, under the terms of the Contract Documents without the prior consent of the other party. This paragraph shall not be construed to limit the powers vested in the OWNER under the General Conditions.
- 8.3 The OWNER and CONTRACTOR each binds itself, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- 8.4 The Contract Documents may only be altered, amended, or repealed by a Modification.

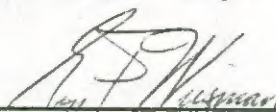
ARTICLE 9-CORPORATE CERTIFICATE AND SEAL

- 9.1 CONTRACTOR, if a corporation, shall cause the following certificate to be executed. The same officer shall not execute this Agreement and the certificates unless only one person occupies all corporate offices.

CORPORATE CERTIFICATE

- 9.2 I, PEGG F WEISMAN certify that I am the SECRETARY of the corporation named as CONTRACTOR herein; that Bob F. JESS P.E., who signed this Agreement on behalf of CONTRACTOR, was then PRESIDENT of the corporation; that the Contract was duly signed and the corporate seal affixed for, and in behalf of, said corporation by authority of its governing body and is within the scope of its corporate powers.

FEBRUARY 19, 1991
(Date)

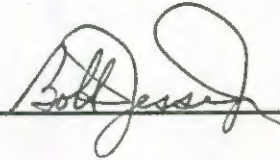
 LS
(Signature)

(CORPORATE SEAL)

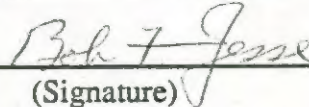
SECTION 00500AGREEMENTARTICLE 10-SIGNATURES

10.1 IN TESTIMONY WHEREOF, the parties hereto have executed this contract in at least 3 counterparts, each of which shall be deemed an original, the day and year first above written.

WITNESS

CONTRACTORINDIANA CONSTRUCTION CORP
(Contractor)Bob F. Jesse P.E.

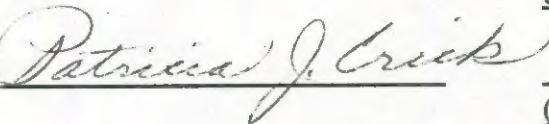
By


(Signature)

Title

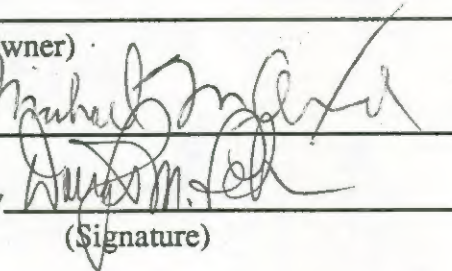
PRESIDENT

WITNESS

OWNER

(Owner)

By


(Signature)

Title

APPROVED AS TO FORM:

OWNER's Attorney

Indiana Constr. Co. Inc.
City of Fort Wayne
City-County Building
One Main Street
Fort Wayne, Indiana 46802

ARTICLE 1-CONTRACT PRICE

1.1 Having carefully examined the site of the proposed Work; being fully informed of the conditions to be met in the prosecution and completion of the Work; having read and examined the Contract Documents applicable to this Work; agreeing to be bound accordingly; the Bidder proposes to perform all services, and furnish all necessary labor, materials, and equipment to complete the construction indicated and described in the Contract Documents for the following

BID

RESOLUTION NO. _____
CITY OF FORT WAYNE, INDIANA
MATERIAL HANDLING SYSTEM MODIFICATIONS
THREE RIVERS FILTRATION PLANT

Item	Description	Unit	Qty	Unit Price	Extension
1.	General Conditions	L.Sum	1	<u>35,000</u>	<u>35,000</u>
2.	Convert lime bin #6 to Ferric Sulfate Bin #2, including piping & valves	L.Sum	1	<u>21,000</u>	<u>21,000</u>
3.	Openings in six Ferric Sulfate bins	Ea.	24	<u>50</u>	<u>1,200</u>
4.	Remove ex. drag flt. elevator, furnish & install bucket type elevator (#3 and #17). Work to incl. floor openings & support steel.	Ea.	2	<u>49,000</u>	<u>98,000</u>
5.	Furnish & install pneumatic receiver w/dust collector & shaker. Work includes supports & piping extension.	L.Sum	1	<u>15,000</u>	<u>15,000</u>
Furnish and install drive assemblies with minimum horsepower as follows:					
6.	7.5 HP (#6, #16)	Ea.	2	<u>4,000</u>	<u>8,000</u>
7.	5.0 HP (#1, #5, #9, #10, #11, #15)	Ea.	6	<u>3,900</u>	<u>23,400</u>
8.	3.0 HP (#19)	Ea.	1	<u>3,500</u>	<u>3,500</u>

Item	Description	Unit	Qty	Unit Price	Extension
9.	Furnish & install new tail end section and drive assemblies for screw conveyors (#4, #18).	L.Sum	1	<u>9,000</u>	<u>9,000</u>
10.	Remove two tail sections, furnish and install new drive assembly (#2)	L.Sum	1	<u>6,000</u>	<u>6,000</u>
11.	Furnish and install new drive end section and drive assembly (#8)	L.Sum	1	<u>5,000</u>	<u>5,000</u>
12.	Furnish & install new drive and conveyor sprockets for 2 screw conveyors (#20 and #21).	L.Sum	1	<u>4,000</u>	<u>4,000</u>
13.	Furnish & install 2 new screw conveyors (#7 and #22).	L.Sum	1	<u>19,000</u>	<u>19,000</u>
14.	Furnish & install new motor control center (includes power feeds to conveyor #22 & dust collector).	L.Sum	1	<u>49,000</u>	<u>49,000</u>
15.	Demolition work as required.	L.Sum	1	<u>13,900</u>	<u>13,900</u>
TOTAL EVALUATED BID					<u>311,000</u>

16.	Allowance for rerouting conduit (see Addendum No. 2)	T & M	Ea.	<u>\$35,000</u>	<u>\$35,000</u>
TOTAL BID					<u>346,000</u>

NOTE: THE USE OF CORRECTION FLUID IN THE AREA OF UNIT PRICE, EXTENSION, OR TOTAL BID WILL BE CAUSE FOR REJECTION.

ARTICLE 2-CONTRACT TIME

- 2.1 If awarded the Contract, BIDDER agrees to prosecute the Work regularly and diligently to ensure full completion in one hundred sixty-two (162) days after issuance of the Notice to Proceed.

ARTICLE 3-RECEIPT OF ADDENDA

- 3.1 Receipt of Addenda 1 through 2 is acknowledged.

ARTICLE 4-BIDDER'S QUALIFICATIONS

- 4.1 The BIDDER agrees to furnish, upon request, a list of projects of a similar nature completed in the last 3 years.

89428.01

Eng. Est.

\$35,600.00

4. RECEIVE BIDS - Res. #90-W-05, Three Rivers Filtration Plant
Material Handling System Modifications

ABC Const. & Radon Tech. _____

Alpha Omega Electric _____

American Mechanical Systems _____

Engineered Materials Handling, Inc. _____

Hagerman Construction Corp. _____

Hamilton Electric _____

✓ Indiana Construction Corp. _____

346,000.00

✓ Maddox Industrial Contractors, Inc. _____

369,600.00

Mechanical Rubber & Trans., Inc. _____

Service Electric of Allen Co., Inc. _____

✓ Shambaugh & Son, Inc. _____

370,240.00

Eng. Est.

\$385,000

Read the first time in full and on motion by Burns
seconded by Good, and duly adopted, read the second time
title and referred to the Committee on City Utilities (and the
City Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Council Conference Room 128, City-County Building
Fort Wayne, Indiana, on _____, the _____
of _____, 19____, at _____ o'clock _____ M., E.S.

DATED: 2-26-91

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Burns
seconded by Good, and duly adopted, placed on its
passage. ~~PASSED~~ LOST by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>8</u>			<u>1</u>
BRADBURY	<u>✓</u>			
BURNS	<u>✓</u>			
EDMONDS				<u>✓</u>
GIAQUINTA	<u>✓</u>			
HENRY	<u>✓</u>			
LONG	<u>✓</u>			
REDD	<u>✓</u>			
SCHMIDT	<u>✓</u>			
TALARICO	<u>✓</u>			

DATED: 3-12-91

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne,
Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)
(SPECIAL) (ZONING MAP) ORDINANCE RESOLUTION NO. S-67-91
on the 12th day of March, 1991,

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

SEAL
Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on
the 13th day of March, 1991
at the hour of 1:30 o'clock P. M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 18th day of March
1991, at the hour of 8:45 o'clock A M., E.S.T.

1122
PAUL HELMKE, MAYOR

Admn. Appr.

TITLE OF ORDINANCE: Contract for Material Handling System Modifications, Three Rivers Filtration Plant.

DEPARTMENT REQUESTING ORDINANCE: Board of Public Works & Safety

SYNOPSIS OF ORDINANCE: The Contract for Material Handling System Modifications for the Three Rivers Filtration Plant is described as per the attached. Indiana Construction Corporation is the contractor.

EFFECT OF PASSAGE: The existing equipment is undersized and obsolete and in need of major repairs.

91-02-38

EFFECT OF NON PASSAGE:

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$346,000

ASSIGNED TO COMMITTEE:

BILL NO. S-91-02-39

REPORT OF THE COMMITTEE ON CITY UTILITIES

PAUL M. BURNS, CHAIRMAN
CHARLES B. REDD, VICE CHAIRMAN
EDMONDS, LONG, SCHMIDT

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS

REFERRED AN (ORDINANCE) ~~(RESOLUTION)~~ approving CONTRACT FOR
RES. #90-W-05, THREE RIVERS FILTRATION PLANT MATERIAL HANDLING
SYSTEM MODIFICATIONS between INDIANA CONSTRUCTION CORPORATION
and the City of Fort Wayne, Indiana, in connection with the
Board of Public Works and Safety

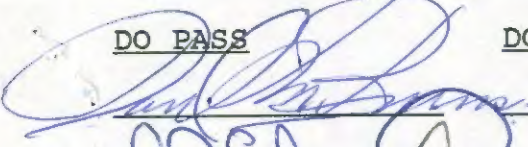
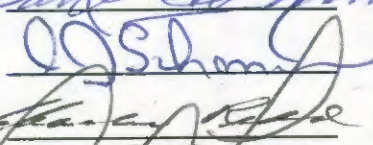
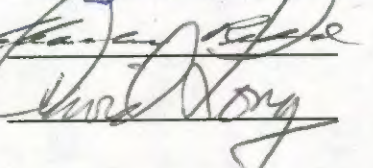
HAVE HAD SAID (ORDINANCE) ~~(RESOLUTION)~~ UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) ~~(RESOLUTION)~~

DO PASS

DO NOT PASS

ABSTAIN

NO REC

DATED: 3-12-91

Sandra E. Kennedy
City Clerk